

**THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: : **BK. No. 19-13220 PMM**

JOHN THOMAS KEENAN : :

Debtor : **Chapter No. 13**

: :

FREEDOM MORTGAGE CORPORATION

Movant

v.

JOHN THOMAS KEENAN

Respondent

**NOTICE OF COVID-19 MORTGAGE FORBEARANCE AGREEMENT PURSUANT TO
LOCAL ORDER 20-3007**

The undersigned, Phelan Hallinan Diamond & Jones, LLP, are creditor's counsel in this matter.

1. Debtor currently has a mortgage with **FREEDOM MORTGAGE CORPORATION**. The property address is 5177 FOXCROFT DRIVE, SCHNECKSVILLE, PA 18078, Loan # ending in 3856. A Proof of Claim has been filed on the claim register at #12-1. A written Notice of Payment Change/Forbearance is being filed on the claims docket pursuant to bankruptcy Rule 3002.1 (b) and Local Rule 20-3007.
2. The terms of the forbearance are as follows: Regular monthly mortgage payments starting with the March 1, 2020 through August 31, 2020 are suspended. Payment of the escrow component of the regular monthly mortgage payments shall also be suspended.
3. The Creditor advises that no fees will be assessed against the loan with regard to this Notice of Forbearance.

4. Prior to the expiration of the forbearance period, Debtor must either (1) request additional forbearance time under Local Rule, State or Federal Law; (2) enter into loss mitigation with Creditor; or (3) file an Amended Chapter 13 Plan which cures the arrears resulting from the forbearance period over the remainder of the Chapter 13 Plan. A copy of the Forbearance Agreement is attached hereto as exhibit "A".
5. Creditor, does not waive any rights to collect the payments that come due during the forbearance period or any payments that were due and owing prior to the forbearance period. The payment post-petition amount due at the time of this forbearance is \$2,142.35.
6. Creditor does not waive its rights under the terms of the note and mortgage or under other applicable non-bankruptcy laws and regulations, including, but not limited to, RESPA, and the right to collect on any post-petition escrow shortage.

/s/ Thomas Song, Esquire

Thomas Song, Esq., Id. No.89834

Phelan Hallinan Diamond & Jones, LLP

1617 JFK Boulevard, Suite 1400

One Penn Center Plaza

Philadelphia, PA 19103

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June 17, 2020

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FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:

JOHN THOMAS KEENAN

Debtor

BK. No. 19-13220 PMM

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CERTIFICATE OF SERVICE

I hereby certify that service upon all interested parties, indicated below was made by sending true and correct copies of the Notice of Forbearance by electronic means on June 17, 2020.

SCOTT F. WATERMAN (Chapter 13)
Chapter 13 Trustee
2901 St. Lawrence Ave., Suite 100
Reading, PA 19606

John Thomas Keenan
5177 Foxcroft Drive
Schnecksville, PA 18078

JASON M. RAPA
Rapa Law Office, P.C.
141 S. 1st Street
Lehighton, PA 18235

U.S. Trustee
United States Trustee
Office of the U.S. Trustee
200 Chestnut Street, Suite 502
Philadelphia, PA 19106

/s/ Thomas Song, Esquire
Thomas Song, Esq., Id. No.89834
Phelan Hallinan Diamond & Jones, LLP
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
Phone Number: 215-563-7000 Ext 31387

June 17, 2020

Fax Number: 215-568-7616
Email: Thomas.Song@phelanhallinan.com

Exhibit “A”



PO Box 50485, Indianapolis, IN 46250-0485

RAPA LAW OFFICE PC, JASON M RAPA
141 S 1ST ST,
LEHIGHTON, PA 18235

06/02/20

Re: JOHN T KEENAN
Case Number: 1913220
Account Number: [REDACTED]

IMPORTANT NOTICE: TO THE EXTENT THE BORROWER'S OBLIGATION HAS BEEN DISCHARGED IN BANKRUPTCY, IS SUBJECT TO THE AUTOMATIC STAY OR IS PROVIDED FOR IN A CONFIRMED PLAN, THIS COMMUNICATION IS FOR REGULATORY COMPLIANCE AND/OR INFORMATIONAL PURPOSES ONLY, AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT OR AN ATTEMPT TO IMPOSE PERSONAL LIABILITY FOR SUCH OBLIGATION.

Dear Attorney,

Your client(s) initiated contact with us recently requesting a forbearance of mortgage payments as a result of impact due to the COVID-19 emergency. Therefore, Freedom has granted a forbearance on the account beginning on March 1, 2020 through and including August 31, 2020, in accordance with the CARES Act.

Due to your client's active status in bankruptcy, we are writing to ensure that, as counsel for the debtor, your client has made you aware of this forbearance request and Freedom's agreement to grant this request. We also want to ensure that you will take all actions that are necessary to address this forbearance in the bankruptcy case, as may be applicable.

We have enclosed an authorization form seeking your consent to allow Freedom and/or Freedom's representatives to continue to communicate directly with Freedom or its representatives regarding this forbearance, and any further potential loss mitigation options.



FREEDOM MORTGAGE®

PO Box 50485, Indianapolis, IN 46250-0485

Upon receipt of this notice, please contact Freedom's designated bankruptcy counsel to confirm receipt, and to ensure that the lines of communication remain open so that we may work through this matter together.

Sincerely,

Bankruptcy Department
Freedom Mortgage Corporation

cc: Borrower Name(s)
FMC BK Counsel



PO Box 50485, Indianapolis, IN 46250-0485

**AUTHORIZATION TO COMMUNICATE WITH DEBTOR(S)
REGARDING POTENTIAL LOSS MITIGATION OPTIONS**

Loan Number [REDACTED]
Collateral Address 5177 FOXCROFT DR
SCHNECKSVILLE PA 18078

Debtor(s): JOHN T KEENAN
Case: 1913220

Freedom Mortgage Corporation (“Freedom”) is the mortgage loan servicer for the above-referenced loan. The debtor(s), identified above, are in an active bankruptcy.

At the Debtor(s) request, through outreach to Freedom, due to a hardship experienced as a result of the COVID-19 crisis, Freedom Mortgage has granted the debtor(s) a forbearance, from March 1, 2020 until August 31, 2020, (the “forbearance period”).

Debtor’s counsel RAPA LAW OFFICE PC, JASON M RAPA hereby authorizes Freedom and/or its agents to communicate directly with debtors during the forbearance period and thereafter, as reasonable and necessary, for the purposes of discussing potential loss mitigation options and general loan account information. Such authorized communications shall not constitute a violation of the automatic stay.

Firm Name: _____

Firm Address: _____

Authorized Representative: _____

Contact Information: _____ (telephone)
_____(email)
_____(other)

Signature: _____